

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

REPEAT PRECISION, LLC,

Plaintiff,

v.

DYNAENERGETICS EUROPE GMBH,
and DYNAENERGETICS US, INC.,

Defendants.

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Civil Action No. 6:21-cv-104

JURY TRIAL DEMANDED

**Repeat Precision's Unopposed Motion to Redact Certain Parts of the Initial Pretrial
Conference Transcript**

Plaintiff Repeat Precision, LLC ("Repeat Precision") files this motion to redact certain portions of the Initial Pretrial Conference transcript disclosing confidential financial information pertinent to licensing and confidential tool design information. DynaEnergetics Europe GmbH and DynaEnergetics US, Inc., ("DynaEnergetics") do not oppose this motion.

The right to "inspect and copy judicial records is not absolute." *Nixon v. Warner Commc'ns, Inc.*, 435 US 589, 597–98 (1978). The Court may seal records to protect commercial information under Federal Rule of Civil Procedure 26(c). Courts have considered the terms of patent licensing agreements, pricing terms, royalty rates, and payment terms to be well within Rule 26(c)'s ambit. *See Apple Inc. v. Samsung Elecs. Co., Ltd.*, 727 F.3d 1214, 1221–22 (Fed. Cir. 2013); *In re Electronics Arts*, 298 Fed. App'x 568, 569–70 (9th Cir. 2008); *Boucher v. First Am. Title Ins. Co.*, 2011 WL 5299497, at *5 (W.D. Wash. Nov. 4, 2011); *Mosaid Techs. Inc. v. LSI Corp.*, 878 F. Supp. 2d 503, 510 (D. Del. 2012). Similarly, the Supreme Court explained in *Nixon* that "the common-law right of inspection has bowed before the power of a court to ensure that its records" do not "serve as . . . sources of business information that might harm a litigant's

competitive standing.” *Nixon*, 435 US at 598. Because, Repeat Precision’s narrow redactions aim to protect its confidential financial information and its confidential tool design information, the Court should grant this motion.

Repeat Precision respectfully requests that the Initial Pretrial Conference transcript be redacted consistent with the highlighted portions of the transcript excerpts attached as Exhibit 1.

Dated: March 1, 2023

Respectfully submitted,

By: /s/ Dinis Cheian

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ATTORNEYS FOR REPEAT PRECISION

CERTIFICATE OF SERVICE

I hereby certify that on March 1, 2023, the foregoing document was served on all counsel of record via the Court's ECF system and/or via email.

/s/ Dinis Cheian
Dinis Cheian